



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, FFT

Introduction

This hearing dealt with the tenant's application, filed on September 26, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order allowing the tenant to reduce rent of \$1,708.93 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 31 minutes from 9:30 a.m. to 10:01 a.m.

The landlord and the tenant confirmed their names and spelling. They both provided their email addresses, for me to send this decision to both parties after the hearing.

The landlord stated that he owns the rental unit. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties affirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord stated that he did not provide any evidence for this hearing.

Settlement Terms

Pursuant to section 63 of the *Act*, if both parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During this hearing, both parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to pay the tenant \$300.61 by January 15, 2023, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application, including the \$100.00 application filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed at the hearing that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms during this hearing. Both parties were offered ample and additional time during this hearing to think about, discuss, negotiate, and decide about this settlement.

Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$300.61, against the landlord. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$300.61 as per condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 20, 2022

Residential Tenancy Branch